

Osceola Co.

AFSCME Council 61 (Sheriff)

7/1/2006 6/30/2009

AGREEMENT

BETWEEN THE
AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, IOWA COUNCIL 61, AFL-CIO,
LOCAL 1741, OSCEOLA COUNTY SHERIFF'S DEPUTIES,
DISPATCHER/JAILERS AND SECRETARIES

AND

OSCEOLA COUNTY



July 1, 2006 to June 30, 2009

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AGREEMENT

THIS AGREEMENT is made and entered into this 12 day of June 2006, 2006, by and between OSCEOLA COUNTY, (hereinafter referred to as the Employer) and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, Iowa Public Employees Council 61, AFL-CIO, and its appropriate affiliated local (hereinafter referred to as the Union).

In consideration of the covenants hereinafter contained by and on behalf of the Employer and the Union, it is mutually agreed as follows:

ARTICLE I RECOGNITION & UNION SECURITY

Section 1 Intent and Purpose

The parties recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Osceola County, Iowa.

The parties further recognize and declare their mutual desire to promote harmonious and cooperative labor relationships among the Employer, the Union and the Employees covered by this Agreement, and to assure effective and efficient operations of law enforcement in Osceola County.

It is the intent and purpose of the parties hereto to set forth an Agreement, the negotiated understandings of the parties concerning rates of pay, hours of work and all other mandatory subjects of bargaining, to be observed by the parties hereto, in order to provide for health, safety and welfare of the employees, and to promote the prompt and efficient performance of work assigned to employees.

Section 2 Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for those employees in the following described unit:

INCLUDED: All full-time and regular part-time employees of Osceola County in the following job classifications: Sheriff Deputies, Dispatcher/Jailers, Matron/Custodian and Secretaries, as set forth specifically in PERB Case No. 5096.

EXCLUDED: Sheriff, Chief Deputy and all others excluded by the Act.

Section 3 Definitions

- A. Employer: As used in this Agreement, the term "Employer or Employer" shall mean Osceola County.
- B. Union: As used in this Agreement, the term "Union" shall mean the American Federation of State, County and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO, and its appropriate affiliated local.
- C. Regular Employee: As used in this Agreement, a "regular employee" is a full-time or part-time permanent employee. All regular employees, Sheriff Deputies and Dispatchers, shall be certified as jailers, and if they are hired without said certification, they shall be certified as jailers as soon as practicable.
- D. Permanent Employee: As used in this Agreement, a "permanent employee" is one whose employment is intended to be permanent rather than for a limited, temporary period or purpose.
- E. Regular Full-time Employee: As used in this Agreement, a "regular full-time employee" is one who works a minimum of thirty-seven and one half (37 ½) hours per week or more year round.
- F. Regular Part-time Employee: As used in this Agreement, a "regular part-time employee" is one who works less than thirty-seven and one half (37 ½) hours per week year round.
- G. Temporary Employee: As used in this Agreement, a "temporary employee" is one hired for four (4) months, or less per calendar year.
- H. Probationary Employee: As used in this Agreement, a "probationary employee" is a full-time or regular part-time employee who, in the case of a certified law enforcement

officer, has not completed six (6) calendar months of continuous service with the Employer or, in the case of a non-certified law enforcement officer or other employee, has not completed twelve (12) calendar months of continuous service with the Employer. Provided, however, that the Employer has the option of extending the status of an employee as a probationary employee for an additional period of three (3) calendar months, for cause. During the probationary period, such employee may be terminated at the discretion of the Employer.

The Employer may hire such employees as it requires to conduct its operations with the understanding that those employees are on a probationary period, pursuant to the preceding paragraph, and the Employer shall be the sole judge of the competency of the new employees during such probationary period.

- I. Except where the Agreement clearly indicates otherwise, the word "employee" when used in this Agreement shall be limited to mean either a "full-time or regular employee".

Section 4 Dues Deduction

A. Deduction Authorized

The Employer will make biweekly deductions from the wages on each employee covered by this Agreement, upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, for monthly Union dues and fees for Union insurance programs.

B. Effective Date

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the Employer. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, life insurance and any court ordered garnishment or wage assignment. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

C. Remitting of Dues

The Employer shall within fifteen (15) days from the end of the month, in which dues have been deducted from the employees payroll, remit the amounts hereof showing the names, address, social security number, classification, wage rate and monthly dues withheld from/of each employee to AFSCME/Iowa Council 61.

D. Indemnification

The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Section.

E. Payment Problems

The Employer shall check off only certified monthly dues for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues shall not be deducted from the current pay period. In such event, it shall be the Union's responsibility to collect these dues from the employee.

If the Employer deducts dues pursuant to the provisions of this Agreement and the Employer has made a duplicate payment to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

F. Termination of Dues

Any such authorization may be revoked by the employee with written notice to the Employer and the Union within a two-week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction. Dues deduction shall automatically be canceled upon termination of employment.

G. Dues Adjustment

This Local shall be allowed to independently adjust their dues structures to meet local needs.

Section 5 Union Visitation

The Employer agrees to allow Union representatives to visit the Employer's facilities and to utilize the Employer's facilities during non-working hours.

Section 6 PEOPLE Deduction

The Employer agrees to deduct from the wages of any employee who is a member of the Union a people deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer and the Union. The Employer agrees to remit any deduction made pursuant to this provision, within fifteen (15) days from the pay date of such payroll deductions, the Employer shall remit any deduction with a list showing the names, address, social security number and amount of the deduction withheld from the employees to AFSCME/IOWA Council 61.

ARTICLE II
EMPLOYER RIGHTS

Consistent with this Agreement, the Employer shall have, in addition to all powers, duties and rights of the Employer established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within the Employer.

3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of the Employers operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

ARTICLE IV GRIEVANCE PROCEDURE

Section 1 Definition

A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer.

The grievance shall be written and shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific Article(s) and section(s) of the Agreement involved. The grievance shall be presented to the designated supervisor (on forms furnished by the Union) and signed and dated by the Union.

An aggrieved employee shall have the right to a Union Representative appointed by the Union at all steps of the Grievance Procedure.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer or designee.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization.

All grievances must be presented promptly and no later than seven (7) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

Section 2 Grievance Steps

Should an employee have a grievance, it shall be adjusted in the following manner:

Step One

Any employee or their Union Representative who claims a grievance shall present such grievance in writing, by either regular U.S. mail or hand-delivered, to his immediate supervisor, within seven (7) calendar days after the occurrence upon which the grievance is based. The Supervisor will meet with the appropriate Union Representative at a mutually agreed upon location, time and date (with or without the aggrieved employee) and attempt to resolve the grievance. The supervisor shall place a written answer on the grievance form and return the form to the employee and his/her Union Representative within seven (7) calendar days from the date of the meeting with the Supervisor.

Step Two

If the grievance is not settled in Step One, it may be appealed by the employee or their Union Representative by either regular U.S. mail or hand-delivered to the Osceola County Sheriff or his/her designated representative within three (3) calendar days after the answer of the supervisor. The Osceola County Sheriff or his/her designated representative will meet at a mutually agreed upon location, time and date with the appropriate Union Representative (with or without the aggrieved employee) to discuss and attempt to resolve the grievance. Following this meeting the written decision of the Osceola County Sheriff will be placed on the grievance and returned to the grievant and his/her Union Representative within seven (7) calendar days from the date of the Step Two meeting. Step Two answers shall be sent by either regular U.S. mail or hand-delivered.

Step Three

If the grievance is not settled in Step Two, it may be appealed to arbitration by the Union by written notice of a request for arbitration, by either regular U.S. mail or hand-delivered to the Osceola County Sheriff within seven (7) calendar days after receipt of the Sheriff's Step Two answer. Said written notice shall state the specific Article(s) and Section(s) of this Agreement which is to be considered by the arbitrator. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Step Two answer of the Osceola County Sheriff without prejudice or precedent in the resolution of future grievances.

When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall attempt to select a mutually agreeable arbitrator to hold an arbitration hearing. If the representatives of the parties are unable to agree upon the selection of an arbitrator, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a five (5) member panel of arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, then either party may request, one time per party, a different panel of arbitrators from the Public Employment Relations Board. Upon receipt of an acceptable list, the parties designated representatives shall determine by a coin toss which party shall strike first and thereafter each shall alternately strike a name from the list until there is one remaining arbitrator.

The arbitrator selected shall schedule a hearing, at a date and time acceptable to the parties, and after hearing such evidence as the parties desire to present, shall render a written decision and award. The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, subtract from, modify or amend, nullify or ignore any provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement.

The decision of the arbitrator, within the scope of his jurisdiction or authority, shall be final and binding upon the Employer, the Union and the aggrieved employee(s).

The arbitrator may not hear more than one (1) grievance unless the presentation of more than one (1) grievance is mutually agreed to by the Employer and the Union.

The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and the costs of a mutually agreed upon hearing room. No transcript of the arbitration hearing shall be made unless requested by a party. The cost of court reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of the court reporter and of the transcripts. Each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred.

Section 3 Time Limits

The failure of an employee, the Union, or its representatives to appeal a grievance to the next step within the designated time limits in any step of the grievance procedure shall bar an employee, the Union, or its representatives from appealing the grievance further, and any such grievance shall be considered as having been settled on the basis of the last preceding Employer answer without prejudice or precedent in the resolution of future grievances.

The failure of the Employer to reply within the designated time limits in any step of the grievance procedure shall be deemed a denial of the grievance which is then appealed automatically to the next step of the grievance procedure.

The parties may, however, mutually agree to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 4 Retroactivity

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than one (1) year prior to the date of initiation of the written grievance in Step 1.

Section 5 Exclusive Procedure

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

Section 6 Representation

An employee may consult with his/her local Union representative during working hours relative to a grievance matter by first contacting the Sheriff. The Sheriff shall arrange a meeting to take place as soon as possible for the employee with their Union representative.

Section 7 Processing Grievances

Union representatives who are members of bargaining unit and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment. Processing grievances shall be defined as investigating, filing, and attending any step meetings and or hearing regarding grievances. However, only one (1) local Union grievance representative will be in pay status for any one grievance. Whenever possible the Union representatives will provide twenty-four (24) hours notice to the Sheriff.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all grievance meetings involving third shift employees during the employee's shift.

Section 8 Discipline and Discharge

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a suspension or discharge, taken by the Employer beginning with Step Two of the grievance procedure. All other disciplinary action shall begin with Step One the grievance procedure.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure. The

Employer shall not discipline an employee without just cause, recognizing and considering progressive discipline where applicable.

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within three (3) working days of the time such action is taken.

Section 9 Exclusion of Probationary Employees

Notwithstanding Section 8 above, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

ARTICLE V SENIORITY

Section 1 Definitions

Seniority is defined as an employee's length of continuous service with the Employer from his/her most recent date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a regular position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2 Seniority Lists

The seniority records for employees shall be maintained by the Osceola County Sheriff and shall be provided upon request of the respective employee and contain each employee's name, job classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of the request.

Section 3 Loss of Seniority

The seniority rights of an employee shall terminate with the Employer for all purposes if any of the following occur:

1. The employee retires, resigns for any reason, or dies.
2. The employee is discharged for just cause.
3. The employee has been laid off and then fails to respond within a period of three (3) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Employer.
4. The employee fails to report within fourteen (14) calendar days after notice of recall by the Employer.
5. An employee transferred or promoted from the bargaining unit shall retain his/her seniority for a period not to exceed six (6) months, but he/she shall not continue to accrue seniority.

However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of one (1) year. Any period of absence of more than one (1) year shall represent a break in continuous service.

ARTICLE VI LAYOFF PROCEDURE

Section 1 Application of Layoff

The Union recognizes the right of the Employer to lay off or to reduce the hours of employment in accordance with the procedures set forth in this Article.

Section 2 General Layoff Procedures

In the event the Osceola County Sheriff determines that employees will be laid off or have their hours reduced, the following general rules shall apply:

- A. Layoffs shall be by job classification.
- B. Employees shall be laid off in the following order:
 - 1) Temporary Employees
 - 2) Probationary Employees
 - 3) Part-time Employees

- C. If the reduction in staff cannot be accomplished by laying off employees as provided in Section 2 B, full-time employees shall be laid off with employees being laid off in order of seniority with the least senior employee being laid off first.

If the Employer decides to lay off a Lead Deputy, any Lead Deputy shall be able to bump a least senior Deputy.

- D. Each employee affected by a reduction in force shall be notified in writing of layoff at least ten (10) working days prior to the effective date of the layoff.

Section 3 Recall Procedures

The Employer shall notify the laid off employee of employee of the recall by certified mail to his/her last known address. Within three (3) calendar days after receipt of recall notice, the employee shall inform the Employer of his/her intent to return to work or not and the employee shall report to work within fourteen (14) calendar days after mailing of the recall notice. Failure to return to work within fourteen (14) calendar days after mailing of recall notice shall cancel an employee's recall rights.

Employees are responsible for supplying the Employer with their current address.

Recall rights shall be limited to one (1) year from the effective date of layoff.

ARTICLE VII TRANSFERS

Section 1 Eligibility

Employees who have permanent status in their current classification and desire to transfer to another position within the Sheriff's Department shall file a written request with the Sheriff.

Section 2 Transfers Within the Sheriff's Department, Within the Same Classification

The Sheriff shall post all openings indicating the shift and days off. Specific shift shall be defined as the hours of work. Specific days off shall be the days off that are assigned to the position. A period of five (5) work days from the date of the announcement shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy. At the close of the five (5) work day posting period, the Sheriff will review those requests from any

employee interested in the opening. The Sheriff shall have the sole discretion to fill the opening. When more than one (1) employee is being considered to fill an opening with equal qualifications, seniority shall rule. "Qualifications" as used in the prior sentence shall include, without limitation, education, work histories, attendance records, discipline records, and productivity records. If no employee meets the qualifications needed for the transfer, then the Sheriff can hire from outside the bargaining unit.

Section 3 Promotions Within the Sheriff's Department

The Sheriff shall post all openings indicating the shift and days off. Specific shift shall be defined as the hours of work. Specific days off shall be the days off that are assigned to the position. A period of five (5) work days from the date of the announcement shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for the promotion. At the close of the five (5) work day posting period, the Sheriff will review those requests from any employee interested in the opening. The Sheriff shall have the sole discretion to fill the opening. When more than one (1) employee is being considered to fill an opening with equal qualifications, seniority shall rule. "Qualifications" as used in the prior sentence shall include, without limitation, education, work histories, attendance records, discipline records, and productivity records. If no employee meets the qualifications needed for the promotion, then the Sheriff can hire from outside the bargaining unit.

Probationary period for an employee who is promoted shall be six (6) calendar months. Provided, however, that the Employer has the option of extending the employee's probationary period for an additional period of three (3) calendar months, for cause. During this probationary period the Employer can demote the employee back to the employee's previous job classification or the employee can request to be returned to the employee's previous job classification.

ARTICLE VIII
HOURS OF WORK

Section 1 Work Schedules

This Section is intended to set forth the normal work week, but shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift. The normal workday for employees shall be eight (8) hours, inclusive of a one half hour (½) paid lunch period. The work schedules for employees covered by this Agreement shall be as follows:

Deputies: Shall work a six (6) day on, three (3) day off schedule. The work hours for Deputies shall be as follows:

6 a.m. to 2 p.m. (The Osceola County Sheriff has
the discretion to change this shift to 8:00
a.m. to 4:00 p.m.)
Noon to 8 p.m.
2 p.m. to 10 p.m.
4 p.m. to Midnight
8 p.m. to 4 a.m. and
10 p.m. to 6 a.m.
Floating eight (8) hour shift as needed.

Dispatchers/Jailers: Shall work a six (6) day on, three (3) day off schedule. The floating dispatcher is not guaranteed a six (6) day on, three (3) day off schedule. The work hours for Dispatchers/Jailers shall be as follows:

8 a.m. to 4 p.m.
4 p.m. to Midnight and
Midnight to 8 a.m.

Matron/Custodian: Shall work as scheduled by the Employer.

Secretaries: Shall work as scheduled by the Employer. The Secretary shall be scheduled to work a minimum of twenty-four (24) hours a week. The Secretary shall not be scheduled to work more than two (2) weekend days a month and the weekend days shall not be consecutive.

The Sheriff shall post all work schedules fourteen (14) days in advance for the affected employees. The Employer shall provide as much notice as possible to the affected employees prior to making any changes in the employees work schedules.

Employees shall be allowed to switch shifts with another employee, only as approved by the Osceola County Sheriff or his Chief Deputy.

Section 2 Overtime

A. Definitions

Overtime shall be for all hours worked in excess of eight (8) hours in any workday or any scheduled day off.

B. Work Period

- 1) Deputies shall be a regularly reoccurring period of two hundred sixteen (216) hours in the form of nine (9) consecutive twenty-four (24) hour periods.
- 2) Dispatchers/Jailers shall be a regularly reoccurring period of two hundred sixteen (216) hours in the form of nine (9) consecutive twenty-four (24) hour periods.
- 3) Matron/Custodial and Secretaries shall be a regularly reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. The work period shall begin at 12:01 a.m. on Sunday and end at 12:00 (Midnight) the following Sunday.

C. Work Time

Shall be defined as all hours in pay status and shall count for the purpose of computing overtime.

- D. All overtime shall be approved by the Sheriff and or his/her designated representative or in compliance with the Osceola County Overtime Policy.

Section 3 Overtime Compensation

Overtime shall be compensated at a premium rate of one and one-half (1 ½) the employee's base hourly pay for all overtime hours worked. Payment shall be made in either cash or compensatory time as follows:

1. The decision to pay overtime in cash or compensatory time rests with the employee. The request from the employee must be made in writing to the Sheriff. If the employee fails to request compensatory time in writing, it shall be deemed that he has elected to be paid for overtime in cash.
2. Compensatory time can only be accumulated to one hundred and sixty (160) hours; any hours over one hundred and sixty (160) will be paid out in cash.
3. A request can be made by the employee for a payout in cash of any accumulated compensatory time, up to a maximum of forty (40) hours. There must be at least two (2) weeks notice to the Employer and the money will be included in the pay check for the pay period during which the request is made. A request for compensatory time payout can be made once every three (3) months.
4. Compensatory time off shall be granted at the request of the employee, with the approval of the Sheriff. Compensatory time off shall be granted at the convenience of the employee whenever possible consistent with the staffing needs of the Employer.

Section 4 Scheduling of Overtime

The Employer will, as far as practicable, distribute overtime on an equal basis by employees who normally perform the work involved. Overtime hours will first be offered to full-time employees before being offered to part-time employees.

Section 5 Meal Period

All employees shall be granted a one-half (½) hour meal period with pay scheduled at the approximate middle of the shift.

Employee shall also receive a one-half (½) hour meal period with pay for each four (4) hours worked beyond their regularly scheduled shift.

Section 6 Rest Periods

All employees shall be granted a fifteen (15) minute rest period during each four (4) hours of the employees shift.

Section 7 Shift Differential

The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of fifteen cents (\$0.15) per hour for dispatchers on any shift of which four (4) or more hours occur between 4:00 p.m. and 12:00 a.m., and twenty cents (\$0.20) per hour for dispatchers on any shift of which four (4) or more hours occur between 12:00 a.m. and 8:00 a.m.

Section 8 Standby Pay

The Employer will specifically designate those employees in writing who are to be in standby status. An employee who is in standby status is responsible for keeping the Employer aware of his/her whereabouts and shall be immediately accessible by telephone or beeper. The Employer and the Union shall mutually establish reasonable reporting procedures for the implementation of this Section. An employee in standby status shall receive ten percent (10%) of his/her normal hourly rate for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes.

Section 9 Call-Back/Departmental Meeting Time

The Employer agrees that employees called back for duty or called in on the employee's day off will be guaranteed a minimum of two (2) hours at one and one-half ($1\frac{1}{2}$) times the employees regular hourly rate, to be paid in cash or compensatory time at the employee's discretion. This section shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original two (2) hour period, except that employees who are called back to work in excess of two (2) hours will be paid for actual time worked. If the Employer calls back employees to work on a holiday, the Employer agrees to pay the employees at the rate of one and one half ($1\frac{1}{2}$) times the employees regular hourly rate in addition to their normal holiday compensatory pay for all hours worked that fall on a holiday.

Section 10 Court Appearance Pay

Any employee who is subpoenaed to appear in any Court or administrative proceedings during non-working hours as a result of the performance of his duties shall be paid for a minimum of two (2) hours or for actual time worked if in excess of two (2) hours at one and one-half (1 ½) times the regular hourly rate, to be paid in cash or compensatory time at the employee's discretion.

ARTICLE IX
WAGES AND FRINGE BENEFITS

Section 1 Salary Schedule

The salary schedule for each classification of employees is in Appendix A which is attached to and made part of this Agreement. Employees shall be paid only for actual hours worked unless otherwise provided in this Agreement.

Section 2 Medical and Hospital Insurance

A. Eligible Employees

All full-time and regular part-time employees are eligible to apply for medical and health insurance.

B. Commencement of Coverage

Coverage of an employee will commence on the first day of the month following such application for medical and hospital insurance benefits.

C. Premium Payment

The Employer will pay the full cost of the full-time employee's single policy for major medical and hospital insurance plan. If the full-time employee elects to cover his/her family, the Employer will pay the following:

Effective July 1, 2004 the Employer will pay eighty percent (80%) of the premium for family coverage. The employee shall pay the remainder of the family coverage through payroll deduction.

Note: The family premium is calculated as the total family premium minus the single premium.

The Employer agrees to establish a Section 125 Plan to allow the employee to pay his/her portion of the family premium.

For regular part-time employees, the Employer will pay towards the cost of a single policy, major medical plan on the following basis:

1. For salaried employees, earning \$2,000.00 or more per annum, for each \$1,000.00 or part thereof of re-numeration 10% of the cost of the policy.
2. For hourly employees, working 20 hours or more a week, for each hour or part: thereof worked 2.5% of the cost of the policy. Designated average hours according to appointment to be used as the basis.

D. Benefits

The Medical and Hospital Insurance Plan shall be a plan equal to the ISAC, Blue Cross/Blue Shield Alliance Select Plan VIII, pursuant to the plan in effect on July 1, 2005.

Section 3 Life Insurance

A. Eligible Employees

The Employer will provide all full-time and regular part-time employees with a life insurance policy.

B. Commencement of Coverage

Coverage of an employee will commence on the first day of the month following such application for life insurance benefits.

C. Premium Payment

The Employer will pay the full cost of the full-time employee's personal premium.

The Employer will provide all regular part-time employees with a life insurance policy as provided under the county's group health insurance policy with the cost being shared on the same basis as the health insurance.

D. Benefits

Current Plan as in effect on June 30, 1996. If additional coverage is desired, it may be added with the employee paying for the Coverage.

Section 4 Workers' Compensation Benefits

Workers' Compensation insurance has primary responsibility for workers' compensation injuries.

Employees shall not be required to utilize sick leave, vacation time or compensatory time prior to applying for Worker's Compensation benefits. Upon request, employees may supplement Workers' Compensation benefits with accrued sick leave, vacation time or compensatory time; however, the total compensation received shall not exceed the employees present salary.

Time spent on Workers' Compensation shall be considered a paid leave and the employee shall continue to receive all fringe benefits covered in this agreement.

Section 5 Sick Leave

A. Accrual

All regular full-time employees will earn sick leave at the rate of four (4) hours per each two (2) week pay period. All regular part-time employees working 20 hours or more per week will earn sick leave on a pro-rated basis at the rate of one (1) hour of sick leave for each twenty (20) hours worked per each two (2) week pay period. Sick leave shall not accrue during any absence without pay, that exceeds fourteen (14) calendar days.

B. Sick Leave Account

The earned sick leave shall be placed in an employee's sick leave account. This sick leave account shall have a maximum accumulation of one hundred and twenty (120) working days.

C. Utilization of Sick Leave

1. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

An employee absent due to sickness or accidental injury shall, if requested by the Osceola County Sheriff, furnish to the Osceola County Sheriff a physician's written statement that the employee is sick or injured and unable to work. Also, when the employee returns to work, the employee shall, if requested by the Sheriff, furnish a physician's written statement that the employee is physically able to return to active employment.

It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected.

If it is necessary to be absent for any reason, the employee should notify the Osceola County Sheriff or his Chief Deputy as far in advance as possible, and at least three (3) hours prior to the shift. In case of unexpected absence due to illness or emergency, the Osceola County Sheriff or his Chief Deputy shall be notified prior to the shift.

When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday.

2. Employees may use earned sick leave for care and necessary attention of ill or injured members of the immediate family. Immediate family is defined as, and limited to the wife or husband, children, step children, adopted children, foster children, parents, step parents, or other persons who are members of the employee household. A maximum of five (5) days per contract year may be used for care and necessary attention.

3. Sick leave may not be used as vacation.

D. Cancellation of Sick Leave

Separation from the Employer's service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by any department of the Employer within one (1) year.

Section 6 Bereavement Leave

1. In the case of the death of a spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, or any household member, an employee shall be allowed time off of up to five (5) working days with pay for each such occurrence. For any other member of the immediate family an employee will be allowed time off of up to three (3) working days with pay for each such occurrence. Time off in addition to the above may be granted by the Osceola County Sheriff with unpaid leave, vacation leave or compensatory time being used.
2. When an employee is a pallbearer or funeral attendant shall be granted one (1) working day for each occurrence, for service as a pallbearer at the funeral of a person not a member of the employee's immediate family.
3. When death occurs to a friend of the employee, time off may be granted by the Osceola County Sheriff with unpaid leave, vacation leave or compensatory time being used.

Section 7 Vacation Leave

A. Vacation Leave Benefits

All regular full-time employees shall receive vacation leave based on the following schedule. All regular part-time employees working 20 hours or more per week shall be entitled to a prorated vacation based on the following schedule. (Example: An employee working half-days, who has worked three (3) full years, would be entitled to 10 half-days of vacation.) The schedule is as follows:

<u>Years of Continuance Service</u>	<u>Days of Vacation</u>
Completion of 1 year	5 working days
Completion of 2 through 6 years	10 working days
Completion of 7 through 15 years	15 working days
Completion of 16 years	20 working days

B. Vacation Leave Carry Over

Employees shall be able to carry over a maximum of seven (7) vacation days into the next employment anniversary year.

C. Limitations

1. There will be no vacation accrual during leave without pay which exceeds fourteen (14) calendar days.
2. Vacation leave pay will not be issued before the regular payroll date.

D. Scheduling

Vacation requests should be submitted one calendar month prior to the first of the month in which the employee wants to take vacation, except in the case of emergency requests. In scheduling vacation leave, choice of time and amounts shall be granted on a first come, first served, basis. All vacation requests, in order to be considered valid, must be submitted in writing and have a time and date stamp on it that is not over twenty-four (24) hours old. No vacation request shall be submitted or accepted prior to six (6) months before the requested vacation period. All vacation requests will be maintained until the date that the employee takes the vacation or the requested date of vacation. Vacation leave requests will be answered within seventy-two (72) hours after the time and date stamp. Once vacation leave periods have been scheduled, the Employer shall make no changes in employee's vacation leave schedules, unless there is an emergency. Every attempt will be made to grant employees vacation leave at the requested time.

If an employee is hospitalized and under the care of an attending physician while on their paid vacation leave, that portion of the paid vacation leave may be rescheduled upon receipt of a statement from the attending physician that the employee was unable to work.

The Osceola County Sheriff shall have control of the scheduling of all vacations, giving consideration to the desires of the employees. The efficient operation of the department shall be the paramount factor in scheduling vacation leave.

E. Vacation Leave Payout Upon Separation of Employment

A terminated employee shall receive pay for all earned vacation due upon separation of employment. Vacation leave pay shall be paid at the employees current rate of pay at the time of separation.

Section 8 Holidays

A. Holidays Recognized

1. All regular full-time employees shall receive the following paid holidays:

New Year's Day, January 1st
President's Day Holiday, 3rd Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4th
Labor Day, the first Monday in September
Veteran's Day, November 11th
Thanksgiving Day, fourth Thursday in November
The Friday following Thanksgiving Day
The Day before Christmas, December 24th
Christmas Day, December 25th

2. Part-time employees shall accrue holiday benefits on a pro-rata basis of their normal weekly hours to a normal forty (40) hour week.

B. Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must report for work or be on an approved paid leave of absence on the last scheduled work day before the holiday and on the first scheduled work day after the holiday. Employees on an unpaid leave of absence shall not be eligible for holiday pay. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

C. Holiday Pay

1. Holiday pay shall be equal to one (1) regularly scheduled work day but not less than eight (8) hours.
2. When a holiday falls on an employee's regularly scheduled work day, the employee will receive compensatory time, equal to their scheduled work day except that no regular full-time employee shall receive less than eight (8) hours.
3. When the holiday falls outside the regularly scheduled work day, the employee will receive eight (8) hours of compensatory time.
4. When compensatory time off is to be requested, it shall be taken with the approval of the Employer.

D. Holiday Premium Pay

1. When an employee is required by the Employer to work a holiday listed above, the Employer agrees to provide Holiday Premium Pay at the rate of one and one half (1 ½) [effective July 1, 2007, the rate will be two (2)] times the employee's regular hourly rate in addition to their normal holiday compensatory pay for all hours worked on any shift that starts on the holiday, and for all hours worked on a regularly scheduled shift when at least half of the scheduled hours fall on the holiday. No employee shall receive less than eight (8) hours of Holiday Premium Pay. No employee shall be paid Holiday Premium Pay more than once for any one (1) holiday.

E. Holidays During Vacations

If an observed holiday falls during an employee's vacation period, the employee shall receive eight (8) hours of compensatory time.

Section 9 Travel and Lodging

- A. Mileage - The Employer agrees to reimburse, any employee who is required to use their personal automobile for required training by the Employer, at the rate of twenty-five cents (\$0.25) or as set by statute, whichever is greater, per mile beginning at the employee's work site. Required training is training that the Employer mandates that the employee attends or training required by Code. The Employer and the employee may mutually agree to alternative arrangements to having the employee report to the work site, before leaving on the trip. Travel time to and from required training shall be regarded as time worked for the purpose of computing overtime pay.
- B. Lodging and Meals - Employees shall be reimbursed for actual lodging expenses incurred while attending mandatory or approved

training, and shall be reimbursed for actual meal expense up to a maximum of \$20.00 per day.

Section 10 Uniforms

The Employer shall provide an initial uniform allotment to all regular full-time and part-time employees. For the purposes of this Agreement, uniforms are defined as identically styled clothing, hats, footwear and/or leathers uniquely related to the work place.

All uniform items shall be repaired, altered or replaced when needed by the Employer.

Spring and Winter coats shall be cleaned as needed by the Employer.

Issues regarding the off-the-job use and wearing of uniforms shall be up to the discretion of the Sheriff.

The Employer shall provide a bullet proof vest for all employees. The decision as to the type of vest to be purchased will be based on mutual agreement of the deputies and sheriff. All employees will wear the same type of vest. The vest will be required to be worn at all times when on duty.

ARTICLE X LEAVES OF ABSENCE

Section 1 Eligibility

At the sole discretion of the employer, full-time and part-time employees shall be eligible for unpaid leave of absence after the employee's probationary period, for a period up to but not exceeding one (1) year. Employees shall have the right to request a leave of absence in accordance with the provisions of this Article. Maternity leaves of absence shall be exempt from the waiting provisions of this Section.

Section 2 Request Procedure

Any request for a leave of absence shall be submitted in writing by the employee to the Employer at least fourteen (14) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested. After receiving the written request, the employer shall respond in writing within five (5) calendar days. The employer will provide the reason for denial in writing.

Section 3 Return Rights

Upon return from leave of absence without pay, the employee shall return to his/her former job, if physically qualified, or to an equivalent position, if qualified.

If the employee is qualified and the employee's former job is not available, the layoff procedure set forth in Article VI of this Agreement shall be utilized.

Section 4 Fringe and Insurance Benefits

An employee granted an unpaid leave of absence, effective the date the leave starts, shall not be eligible for fringe benefits; if the leave exceeds fourteen (14) days, holiday pay, accrued retirement, vacation or sick leave during the period of such leave.

Premiums for insurance normally paid by the employer will be paid by the employee during the approved personal leave of absence, if the employee elects to continue coverage and if the period of leave exceeds thirty (30) days.

Section 5 Medical Leave of Absence

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, extensions shall be granted for up to 90 day increments not to exceed a total of one (1) year.

Section 6 Maternity Leave

Employees shall be granted a maternity leave of absence without pay as follows:

1. The employee shall, whenever possible, submit written notification to her Employer at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months. An additional three (3) months of maternity leave without pay shall be granted. Upon request of the employee, accompanied by a doctor's statement, maternity leaves without pay may be extended for additional increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.
2. In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

3. Except as provided under Article IX, Section 5 of this Agreement (Sick Leave), all periods of leave related to maternity shall be leaves of absence without pay.

Section 7 Jury Duty

An employee who is subpoenaed or directed by proper authority to appear as a witness or jury member in any public or private litigation in which the employee is not a party to the proceedings, shall be entitled to time off during regularly scheduled work hours with regular pay.

All pay received for court appearance or jury service, other than reimbursement for necessary travel or personal expense must be turned over to the County Auditor. Hours spent on court or jury service of an employee outside of regular working hours are not covered by this rule, nor shall compensation received in such circumstances be remitted to the County Auditor. If the employee is directed to appear as a witness by the appointing authority, that shall be considered work time.

Employees shall notify the Osceola County Sheriff immediately upon receipt of a subpoena or summons by memorandum, attaching a copy of the summons. The employee shall be responsible for all subsequent summons when obligated to report for jury duty. An employee who reports for jury duty or as a witness and is dismissed from court shall report to work for the remainder of the workday if return travel time so permits. The employee shall present evidence of the pay amount received for jury duty or witness appearance upon return to work to the Osceola County Sheriff.

Section 8 Military Leave/Military Reservists

Military leave shall be granted by the Employer to qualified employees in accordance with Section 29A.28 of the Iowa Code (1989) and the applicable Federal statutes. Any employee, when ordered by proper authority to active state or federal service is entitled to a leave of absence from government employment for the period of active state or federal service, without the loss of status and without loss of pay during the first thirty (30) days of such leave of absence.

Section 9 Family Medical Leave

The Employer agrees to provide Family Leave as required by the Family Medical Leave Act of 1993.

Notwithstanding unpaid leave which may be granted under the provisions of Section 2 of Article X, an employee who has been employed for at least twelve (12) months and for at least 1,250 hours of service during the previous twelve (12) month period may be granted unpaid leave for one or more of the following reasons:

1. Birth of son or daughter and in order to care for such son or daughter.
2. Placement of son or daughter with the employee for adoption or foster care.
3. To care for a spouse, son, daughter, or parent of the employee who has a serious health condition.
4. Because of a serious health condition which renders the employee incapable of performing the functions of his or her position.

A total of twelve (12) work weeks of leave during any twelve (12) month period may be granted under this policy. "Twelve-month period shall be that period of consecutive calendar months, or portions thereof, which begins with commencement of the first day of leave under the Family and Medical Leave Act and/or this Article." Such leave must be taken on a sustained or uninterrupted basis except that intermittent leave may be taken for serious health care of the employee, child, spouse, or parent.

The employee shall use all, except for one (1) week, of available paid leave time to which he or she is entitled prior to commencement of the unpaid leave. However, if available, the employee has the option of using the one (1) week of remaining paid leave time prior to commencement of unpaid leave. The employee shall provide as much prior notice as possible, preferably a minimum of thirty (30) days.

The employee will be allowed to return to the same job or an equivalent position with equivalent pay and benefits. Previously accrued benefits will not be forfeited, however, additional benefits or seniority will not accrue during the absence.

Group health insurance benefits will be continued during an approved absence provided the employee continues to remit his or her share of the premium, if applicable.

Medical certification of a serious medical condition of the employee, spouse, parent, or child shall be required and a second opinion may be requested by the Employer at the Employer's expense.

For the purposes of this policy, health care provider shall be defined as a doctor of medicine or osteopathy, and anyone else designated by the Secretary of Labor to be capable of providing health care services.

Furthermore, serious health condition shall mean an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility, or (2) continuous treatment by a health care provider.

ARTICLE XI MISCELLANEOUS

Section 1 Work Rules

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule.

Section 2 Access to Personnel Files

Employees shall have the right to inspect their personnel files, file shall be available within a reasonable time frame. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Access to personnel files shall be limited to authorized Employer personnel, the employee and a Union representative if so designated in writing by the employee.

Upon previous notification and at the employee's expense, the Employer shall make copies of such files for the employee.

However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish at no cost a copy of any material contained in the affected employee's personnel file.

When any adverse material relating to an employee's conduct, including oral and written reprimands, is placed in that employee's file, it shall be signed by that employee or the employee's refusal to sign shall be noted on the document, and the employee shall receive a copy of the material prior to its placement in the file. The signature of the employee only indicates acknowledgment that the employee has received a copy of the material and does not indicate the employee's agreement with the contents of the documents.

Section 3 Payday

The Employer agrees to pay all employees on a bi-weekly basis. Payday shall be on Friday, if Friday is a designated holiday, the preceding work day shall be payday. Sheriff Deputies and Dispatchers/Jailers shall receive their paychecks in equal amounts, with overtime compensation added to these checks as earned.

Section 4 Damage to Personal Items

Should an employee's wrist watch or eye glasses be damaged while on duty, and due to no negligence on behalf of the employee, the Employer will reimburse the employee for the damaged wrist watch or eye glasses for an amount not to exceed a maximum of One Hundred Fifty Dollars (\$150.00) for eye glasses and a maximum of Forty Dollars (\$40.00) for a wrist watch. The damaged items must be presented to the Employer. The employee affected must fill out the proper restitution paperwork for the court before reimbursement from the Employer. Restitution payments will go to the Employer. In the event the damaged eye glasses or wrist watch exceeds the dollar limits above, and the court collects the full amount for the damaged personal items, the employee shall be reimbursed the amounts collected above the stated limits.

Section 5 Reimbursement for Academy Costs

If a Deputy Sheriff remains employed with Osceola County for a period of one (1) year after being certified by the Iowa Law Enforcement Academy, then the Employer shall reimburse the Deputy Sheriff for the total costs of the Academy, which would include, but is not limited to, tuition, lodging, meals and mileage. Said costs shall be paid in the first paycheck due the employee following the date one year after certification.

ARTICLE XII
HEALTH AND SAFETY

Section 1 Safety Matters

The employer shall provide a safe and healthful work place for all employees and correct all hazards. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

The employer agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, U.S. Department of Labor, as well as all state and local agencies.

Section 2 Tools and Equipment

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

Section 3 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and state regulations.

Section 4 Employer-Owned Vehicles

All Employer-owned vehicles which are used by employees shall be equipped with first aid kits, fire extinguisher's and flares. The Employer will endeavor in good faith to comply with 321.381 of the Iowa Code.

ARTICLE XIII
NO STRIKE OR LOCKOUT

The Employer agrees that, during the term of this Agreement, it will not engage in any lockout of its employees.

The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown, picketing or bannering, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown, picketing or bannering, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

In the event of a violation of Sections 10.3 (e), (f), (g), (h), (I) or 12 of the Iowa Public Employment Relations Act, and/or Section 8.3 of this Article, the Union agrees that it will take immediate, affirmative steps with the employees involved (such as public announcements, letters, bulletins, telegrams, and employee meetings) to bring about an immediate resumption of normal work.

The Employer has the right to take any action pursuant to Chapter 20.12 of the Iowa Code (1985).

ARTICLE XIV GENERAL

Section 1 Obligation to Bargain

This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Employer's personnel policies relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2 Retention of Benefits

The Employer agrees that prior to making any change in a written policy, which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement.

In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article IV of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing benefit. If the arbitrator determines that the proposed change does represent a deterioration of an existing benefit, the Employer shall not make the change.

In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to the Public Employment Relations Board.

Should any clause or provision of this Agreement be declared illegal by a decree of a court of competent jurisdiction, or by legislation, such invalidation shall not affect the remaining parts of the Agreement and it shall remain in full force and effect.

ARTICLE XV
DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2006, and thereafter shall remain in full force and effect until June 30, 2009. Upon expiration of the term of this agreement, it shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this Agreement as required by Chapter 20 of the Code of Iowa.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the 12 day of July, 2006.

AFSCME/IOWA COUNCIL 61
LOCAL 1741, OSCEOLA COUNTY
SHERIFF'S DISPATCHER/JAILERS
AND SECRETARIES

BY Dan Minter
Bargaining Committee Member

BY Val Croatt
Bargaining Committee Member

BY Preston DeBoer
Preston DeBoer
AFSCME/Iowa Council 61

OSCEOLA COUNTY, IOWA

BY [Signature]
Chairman, Board of
Supervisors

BY Byron Loney
Member, Board of Supervisors

BY Darin Bestman
Member, Board of Supervisors

APPENDIX A

WAGE SCHEDULE -- ALL EMPLOYEES

OSCEOLA COUNTY SHERIFF'S DEPARTMENT

WAGE RATES EFFECTIVE JULY 1, 2006

<u>Classification</u>	<u>Step 1</u> (87.5%)	<u>Step 2</u> (90%)	<u>Step 3</u> (92.5%)	<u>Step 4</u> (95%)	<u>Step 5</u> (97.5%)	<u>Step 6</u> (100%)
Lead Deputy	\$19.01	\$19.55	\$20.09	\$20.63	\$21.18	\$21.72
Road Deputy	\$18.44	\$18.96	\$19.49	\$20.02	\$20.54	\$21.07
PT Deputy	\$16.77	\$17.25	\$17.73	\$18.21	\$18.69	\$19.17
Dispatcher	\$13.12	\$13.49	\$13.87	\$14.24	\$14.62	\$14.99
Secretary/Head Dispatcher	\$14.58	\$14.99	\$15.41	\$15.83	\$16.24	\$16.66
Matron	\$11.37	\$11.69	\$12.02	\$12.34	\$12.67	\$12.99
Part Time Dispatcher	\$ 9.88	\$10.16	\$10.44	\$10.73	\$11.01	\$11.29

WAGE RATES EFFECTIVE JULY 1, 2007

<u>Classification</u>	<u>Step 1</u> (87.5%)	<u>Step 2</u> (90%)	<u>Step 3</u> (92.5%)	<u>Step 4</u> (95%)	<u>Step 5</u> (97.5%)	<u>Step 6</u> (100%)
Lead Deputy	\$19.77	\$20.33	\$20.90	\$21.46	\$22.03	\$22.59
Road Deputy	\$19.17	\$19.72	\$20.27	\$20.81	\$21.36	\$21.91
PT Deputy	\$17.45	\$17.95	\$18.44	\$18.94	\$19.44	\$19.94
Dispatcher	\$13.64	\$14.03	\$14.42	\$14.81	\$15.20	\$15.59
Secretary/Head Dispatcher	\$15.16	\$15.60	\$16.03	\$16.46	\$16.90	\$17.33
Matron	\$11.82	\$12.16	\$12.50	\$12.83	\$13.17	\$13.51
Part Time Dispatcher	\$10.27	\$10.57	\$10.86	\$11.15	\$11.45	\$11.74

WAGE RATES EFFECTIVE JULY 1, 2008

<u>Classification</u>	<u>Step 1</u> (87.5%)	<u>Step 2</u> (90%)	<u>Step 3</u> (92.5%)	<u>Step 4</u> (95%)	<u>Step 5</u> (97.5%)	<u>Step 6</u> (100%)
Lead Deputy	\$20.36	\$20.94	\$21.52	\$22.11	\$22.69	\$23.27
Road Deputy	\$19.75	\$20.31	\$20.88	\$21.44	\$22.01	\$22.57
PT Deputy	\$17.97	\$18.49	\$19.00	\$19.51	\$20.03	\$20.54
Dispatcher	\$14.05	\$14.45	\$14.86	\$15.26	\$15.66	\$16.06
Secretary/Head Dispatcher	\$15.62	\$16.07	\$16.51	\$16.96	\$17.40	\$17.85
Matron	\$12.18	\$12.53	\$12.88	\$13.22	\$13.57	\$13.92
Part Time Dispatcher	\$10.58	\$10.88	\$11.18	\$11.49	\$11.79	\$12.09

- Step 1 Based on date of hire, and for the following six (6) months, a new employee shall receive as wages, eighty-seven and one-half percent (87.5%) of the base wage rate for the appropriate classification of such employee.
- Step 2 During the next six (6) months after the effective date, a new employee shall receive as wages, ninety percent (90%) of the base wage rate for the appropriate classification of such employee.
- Step 3 During the next six (6) months after the effective date, a new employee shall receive as wages, ninety-two and one-half percent (92.5%) of the base wage rate for the appropriate classification of such employee.
- Step 4 During the next six (6) months after the effective date, a new employee shall receive as wages, ninety-five percent (95%) of the base wage rate for the appropriate classification of such employee.
- Step 5 During the next six (6) months after the effective date, a new employee shall receive as wages, ninety-seven and one-half percent (97.5%) of the base wage rate for the appropriate classification of such employee.
- Step 6 After the effective date following the preceding period, a new employee shall receive as wages, one hundred percent (100%) of the base wage rate for the appropriate classification of such employee.

Movement from step to step shall be automatic, on the employee's anniversary date.